

# **EXHIBIT J**

# Exhibit 34



Nicholas Harteau

REDACTED - P..

11 April 2017

**This offer supersedes and replaces any prior versions**

Dear Nicholas,

Thank you for your interest in Google Inc.! We are delighted to offer you the exempt position of Technical Director, Office of the CTO, Google Cloud Platform. If you have any questions about the contents of this letter, your recruiter will be happy to help you. We look forward to working with you!

**Salary**

You will receive an annual salary of [REDACTED], which will be paid biweekly and subject to applicable payroll deductions and tax withholding. This salary is subject to periodic review.

**Bonus Target**

You are eligible to participate in the company discretionary bonus plan; your annual bonus target will be 40.0% of your base salary. The actual bonus amount could be larger or smaller than this amount, based on your performance, and the performance of the company. The exact bonus amount is at the sole discretion of Google. The components of your bonus are subject to periodic review.

**Equity Compensation**

Upon approval by Alphabet Inc.'s Board of Directors (the "Board"), you will be granted [REDACTED] restricted stock units ("GSUs"). 1/48th of GSUs shall vest on the 25th day of the month 1 month after the Vesting Start Date and an additional 1/48th will vest monthly on the 25th day of the month until the units are fully vested, subject to continued employment on such vesting dates. At the time of vest, the vested number of GSUs will convert to shares of Alphabet Inc. ("Alphabet") Class C stock. If the US financial markets are closed on a vesting date, shares will vest on the next trading day.

This award and all future equity awards are contingent and issued only upon approval by the Board, and are subject to the terms and conditions of applicable plan documents and award agreements. Vesting in GSUs is contingent on continued employment on the applicable vesting dates. Further details on the GSUs will be available to you shortly after your start date. Please be aware that this program and subsequent processes could be changed at any time, at the discretion of the Board.

**Benefits**

As a regular full-time employee you will be eligible for various benefits offered to similarly-situated Google employees in accordance with the terms of Google's policies and benefit plans. Among other things, these benefits currently include medical and dental insurance, life insurance, and a 401(k) retirement plan. You will be automatically enrolled in the pre-tax 401(k) plan at 10% into the plan's default investment fund (see the Plan's SPD for the latest information), which is a portfolio of stocks and bonds that gradually becomes more conservative as your year of retirement approaches. You will be able to change your deferral amount and fund allocation upon your hire. The eligibility requirements and other information regarding these benefits are set forth in more detailed documents that are available from Google. With the exception of the "employment at-will" policy discussed herein, Google may, from time to time in its sole discretion, modify or eliminate its policies and the benefits offered to employees.

**Confidential and Proprietary Information**

You are being offered employment at Google based on your personal skills and experience, and not due to your knowledge of any confidential, proprietary or trade secret information of a prior or current employer or an entity, such as a university or college. Should you accept this offer, we do not want you to make use of or disclose any such information or to retain or disclose any materials from a prior or current employer. Likewise, as an employee of Google, it is likely that you will become knowledgeable about confidential, trade secret and/or proprietary information related to the operations, products and services of Google and its clients. To protect the interests of both Google and its clients, all employees are required to read and sign the enclosed At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement documents as a condition of employment with Google. This agreement, which provides for arbitration of all disputes arising out of your employment, is enclosed for your signature.

**Insider Trading**

Google employees are subject to Alphabet's strict policy against insider trading, which prohibits, among other things, employees, contractors and temporary workers from trading Alphabet stock during certain time periods and engaging in any derivative transactions in Alphabet stock. It will be your responsibility to educate yourself regarding Alphabet's insider trading policies and to ensure you are in full compliance. If you have any questions about Alphabet's policy against insider trading, please contact Human Resources.

**Export Control**

If an export control license is required in connection with your employment, this offer is further contingent upon Google's receipt of the export control license and any similar approvals. Your employment with Google will commence following receipt of such export

control license and governmental approvals; and is conditioned upon your (a) maintaining your employment with Google, and (b) continued compliance with all conditions and limitations contained in such a license. If for any reason such export control license and governmental approvals cannot be obtained within six (6) months from your date of signature, this offer will automatically terminate and have no force and effect.

#### At-Will Employment

Please understand that this letter does not constitute a contract of employment for any specific period of time, but will create an "employment at-will" relationship. This means that the employment relationship may be terminated with or without cause and with or without notice at any time by you or Google. No individual other than the Chief Executive Officer of Google has the authority to enter into any agreement for employment for a specified period of time or to make any agreement or representation contrary to Google's policy of employment at-will. Any such agreement or representation must be in writing and must be signed by the Chief Executive Officer. Your signature at the end of this letter confirms that no promises or agreements that are contrary to our at-will relationship have been committed to you during any of your pre-employment discussions with Google, and that this letter, along with the At Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement, contain our complete agreement regarding the terms and conditions of your employment.

#### Next Steps

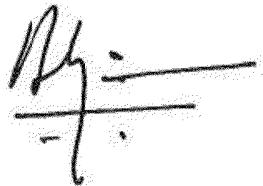
We look forward to an early acceptance of this offer. This offer will remain open for 5 (five) business days following your receipt of this letter and is contingent upon your start date no later than May, 2017. New Hire orientation is held every Monday (or Tuesday if Monday is a holiday). The number of spaces in each session is limited; please work with your recruiter to select an available start date that works for you.

Additionally, this offer and your employment are contingent upon satisfactory results from your background check and reference checks. In order for Google to comply with the Immigration Reform and Control Act, your employment with Google is contingent on your eligibility to work in the United States. Accordingly, you must provide Google with documentation of your identity and eligibility for employment in the United States; please bring such documentation on your first day. In addition, if you are working in the United States pursuant to a US visa status, please provide new or renewed evidence of your eligibility for employment before the expiration of your initial work authorization.

To indicate your acceptance of Google's offer, please electronically sign and date the offer letter copy and At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement at the URL link provided in the email. A duplicate original is enclosed for your record. You will receive an email regarding your new hire orientation 5 days prior to your start date. If you do not receive this email by the Thursday prior to your start, please send an email to [newhire-orientation@google.com](mailto:newhire-orientation@google.com) for information.

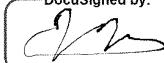
Nicholas, we look forward to working with you.

Sincerely,



Sundar Pichai  
CEO  
Google Inc.

I accept this offer of employment with Google and agree to the terms and conditions outlined in this letter.

DocuSigned by:  
  
Nicholas Harteau  
20656468047F41A...

4/12/2017

Date